



July 1, 2020

Bureau of Ocean Energy Management  
ATTN: Adjudication Section  
Mail Stop GM 276A  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

By UPS Delivery

Re: Non-Required Filing  
Memorandum of Operating Agreement and Financing Statement

Ladies and Gentlemen:

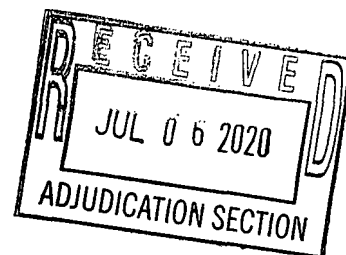
Please find enclosed two (2) copies of that certain Memorandum of Operating Agreement and Financing Statement as described below which we kindly submit for filing purposes only.

Document Title:	Memorandum of Operating Agreement and Financing Statement
Leases Affected:	OCS-G 27982, OCS-G 33140, OCS-G 33177, OCS-G 33707, and OCS-G 35805;
Parties	Walter Oil & Gas Corporation; Gordy Oil Company; Ridgewood Energy O Fund, LLC; Ridgewood Energy Q Fund, LLC; Ridgewood Energy S Fund, LLC; Ridgewood Energy V Fund, LLC; Ridgewood Energy Y Fund, LLC; Ridgewood Energy W Fund, LLC; Ridgewood Energy T Fund, LLC; Ridgewood Energy A-1 Fund, LLC; Ridgewood Energy B-1 Fund, LLC; Ridgewood Energy Gulf of Mexico Fund, L.P.; Talos Exploration LLC;
Filing Category:	3 - UCC Filings and Financial Statements
Service Fees:	Enclosed Pay.gov receipt in the amount of \$145.00

Upon filing this document, we kindly request that one stamped copy of the recorded document be returned to the undersigned in the provided self-addressed stamped envelope. If you should have any questions, please feel free to contact me at (713) 659-1221 or by email at [jdunn@walteroil.com](mailto:jdunn@walteroil.com).

Sincerely,

Jeanette C Dunn  
Land Administration  
Walter Oil & Gas Corporation



enclosures



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For your security, we recommend you close your browser when you complete your payment.

## Payment Confirmation - BOEM Document Filing Application



Before You Begin



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Review & Submit



**Confirmation**

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### Tracking Information

Pay.gov Tracking ID: 26PB958N

Agency Tracking ID: 76012821810

Form Name: BOEM Document Filing Application

Application Name: BOEM Non-Required - Required Document Filing - NR/RD

### Payment Information

Payment Type: Debit or credit card

Payment Amount: \$145.00

Transaction Date: 07/01/2020 06:06:14 AM EDT

Payment Date: 07/01/2020

Region: Gulf of Mexico

Cardholder Name: Ron A. Wilson

Card Type: American Express

Card Number: \*\*\*\*\*4002

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WARNING WARNING WARNING

You have accessed a United States Government computer. Unauthorized use of this computer is a violation of federal law and may subject you to civil and criminal penalties. This computer and the automated systems which run on it are monitored. Individuals are not guaranteed privacy while using government computers and should, therefore, not expect it. Communications made using this system may be disclosed as allowed by federal law.

Note: This system may contain Sensitive But Unclassified (SBU) data that requires specific data privacy handling.

# Plaquemines Parish Recording Page

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 934-6610

**Received From :**

Attn: JEANETTE DUNN  
WALTER OIL & GAS CORP  
1100 LOUISIANA STREET  
SUITE 200  
HOUSTON, TX 77002-5299

**First VENDOR**

WALTER OIL & GAS CORP

**First VENDEE**

GORDY OIL CORP

Index Type : CONVEYANCE

File Number : 2020-00001705

Type of Document : MEMORANDUM

Book : 1424

Page : 535

Recording Pages : 27

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

On (Recorded Date) : 05/19/2020

At (Recorded Time) : 1:01:10PM



Doc ID - 005305630027

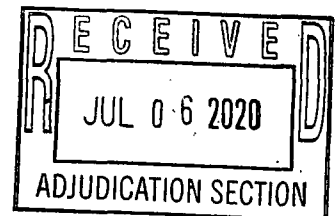
CLERK OF COURT  
KIM TURLICH-VAUGHAN  
Parish of Plaquemines  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 05/19/2020 at 1:01:10  
Recorded in Book 1424 Page 535  
File Number 2020-00001705



*Victoria Chavers*  
Deputy Clerk

**Additional Index Recordings**

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>File #</u>
MTG	767	774	2020-00001705
UCC	3820	1557	2020-00001705



Return To : Attn: JEANETTE DUNN

**Plaquemines Parish, LA**  
**Kim Turlich-Vaughan Clerk of Court**

PO Box 40  
Belle Chasse, LA 70037  
Phone Number : (504) 934-6610  
Fax Number : (504) 934-6629

Official Receipt : 2020-00002213

Printed On : 05/19/2020 at 1:05:39 PM

By : 118 on PPCC-09

**Received From :**

Attn: JEANETTE DUNN  
WALTER OIL & GAS CORP  
1100 LOUISIANA STREET  
SUITE 200  
HOUSTON, TX 77002-5299

Date Recorded : May 19, 2020

Instrument ID	Recorded Time	Amount
Book : 1424 Page : 535	1:01:10 PM	\$365.00
Transaction : CONVEYANCES		
Name(s) : WALTER OIL & GAS CORP		
To : GORDY OIL CORP		
Remarks : EWING BANK 834		

Instrument ID	Recorded Time	Amount
Book : 767 Page : 774	1:01:10 PM	\$320.00
Transaction : MORTGAGE NO FEE		
Name(s) : WALTER OIL & GAS CORP		
To : GORDY OIL CORP		
Remarks : EWING BANK 834		

Instrument ID	Recorded Time	Amount
Book : 3820 Page : 1557	1:01:10 PM	\$235.00
Transaction : UCC1		
Name(s) : WALTER OIL & GAS CORP		
To : GORDY OIL CORP		
Remarks : EWING BANK 834--NON STANDARD		

Total Due :	\$920.00
Amount Charged :	\$920.00
Change Tendered :	\$0.00

# Plaquemines Parish Recording Page

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Clerk of Court  
PO Box 40  
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**File Number :** 2020-00001705

**Type of Document :** MEMORANDUM

**Book :** 1424

**Page :** 535

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On (Recorded Date) : 05/19/2020

At (Recorded Time) : 1:01:10PM



Doc ID - 005305630027

CLERK OF COURT  
KIM TURLICH-VAUGHAN  
Parish of Plaquemines  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 05/19/2020 at 1:01:10  
Recorded in Book 1424 Page 535  
File Number 2020-00001705



*Victoria Chivers*  
Deputy Clerk

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**Kim Turlich-Vaughan Clerk of Court**

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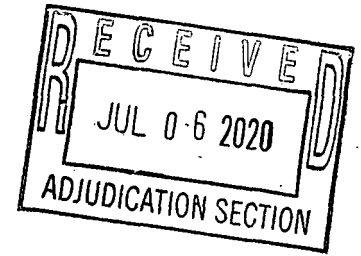
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Transaction : UCC1		
Name(s) : WALTER OIL & GAS CORP		
To : GORDY OIL CORP		
Remarks : EWING BANK 834--NON STANDARD		

Total Due :	\$920.00
Amount Charged :	\$920.00
Change Tendered :	\$0.00

**MEMORANDUM OF OPERATING AGREEMENT  
AND FINANCING STATEMENT  
(LOUISIANA)**

To be filed in the conveyance records and in the mortgage records and as a  
non-standard financing statement in accordance with Paragraph 6.0 herein.



This Memorandum of Operating Agreement and Financing Statement (Louisiana) (this "Memorandum") is effective as of the effective date of the Operating Agreement referred to in Paragraph 2.0 below and is executed by the undersigned, duly authorized representative of Gordy Oil Company, whose taxpayer identification number is 76-0070845, and whose address is 100 Waugh Drive, Suite 400 Houston, Texas 77007, Ridgewood Energy O Fund, LLC, whose taxpayer identification number is xx-xxx4429 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy Q Fund, LLC, whose taxpayer identification number is xx-xxx9138 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy S Fund, LLC, whose taxpayer identification number is xx-xxx7773 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy V Fund, LLC, whose taxpayer identification number is 20-5941122 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy Y Fund, LLC, whose taxpayer identification number is xx-xxx7032 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy W Fund, LLC, whose taxpayer identification number is xx-xxx5130 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy T Fund, LLC, whose taxpayer identification number is xx-xxx1421 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy A-1 Fund, LLC, whose taxpayer identification number is xx-xxx1132 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy B-1 Fund, LLC, whose taxpayer identification number is xx-xxx6555 and whose address is 14 Philips Parkway, Montvale, NJ 07645, Ridgewood Energy Gulf of Mexico Fund, L.P., whose taxpayer identification number is xx-xxx7068 and whose address is 14 Philips Parkway, Montvale, NJ 07645, and Talos Exploration LLC, whose taxpayer identification number is 45-4215065 and whose address is 333 Clay Street, Suite 3300 Houston, Texas 77002 (each individually as a "Non-Operating Party" and collectively as the "Non-Operating Parties"), and the undersigned, duly authorized representative of Walter Oil & Gas Corporation, a Texas corporation, whose taxpayer identification number is 74-2180343, and whose address is 1100 Louisiana Street, Suite 200, Houston, Texas 77002 (the "Operator").

The Operator and the Non-Operating Parties are parties to that certain Unit Operating Agreement dated March 1, 2020 ("Operating Agreement"), which Operating Agreement provides for the development and production of crude oil, natural gas and associated substances from existing well(s) on the lands and Leases described in Exhibit "A" of the Operating Agreement and in the Exhibit "A" attached to and made a part of this Memorandum (hereinafter called the "Unit Area"), and which designates Walter Oil & Gas Corporation as the Operator, to conduct such operations for itself and the Non-Operating Parties. All such lands and Leases and any future oil and gas wells within the Unit Area that may be acquired by the Operator and the Non-Operating Parties (including substitutions for or replacements of existing leases) are hereinafter called the "Leases." Reference is made hereby to the Operating Agreement for all purposes, and its terms and provisions are incorporated herein by this reference to the same extent as if the Operating Agreement was reproduced herein. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Operating Agreement.

a. Security Rights - Properties Located Offshore Adjacent to the State of Louisiana. In addition to any other security rights and remedies provided by law with respect to services rendered or materials and equipment furnished under this Agreement, for and in consideration of the covenants and mutual undertakings of the Operator and the Non-Operating Parties herein



(each individually referred to herein as a "Party" and collectively referred to as the "Parties"), the Parties shall have the following security rights:

1. Mortgage in Favor of the Operator. Each Non-Operating Party hereby grants to the Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles, and interests in and to: (a) the Leases, (b) the oil and gas in, on, under, and that may be produced from wells on the lands within the Unit Area, and (c) all Development Systems, wells, facilities, fixtures, other corporeal property and other immovable property susceptible of mortgage situated on the Leases or within the Unit Area.

This mortgage is given to secure the complete and timely performance of and payment by each Non-Operating Party of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to this Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of the Operator herein shall secure the payment of all Costs and other expenses properly charged to such Party, together with: (A) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Exhibit "C" attached to the Operating Agreement (the "Accounting Procedure") or the maximum rate allowed by law, whichever is the lesser, (B) reasonable attorneys' fees, (C) court costs, and (D) other directly related collection costs. If any Non-Operating Party does not pay such Costs and other expenses or perform its obligations under this Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of the defaulting Non-Operating Party's Hydrocarbon production and collect such Costs and other expenses out of the proceeds from the sale of the defaulting Non-Operating Party's share of Hydrocarbon production until the amount owed has been paid. The Operator shall have the right to offset the amount owed against the proceeds from the sale of such defaulting Non-Operating Party's share of Hydrocarbon production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of Costs and other expenses owed by the defaulting Non-Operating Party and payment made to the Operator by any purchaser shall be binding and conclusive as between such purchaser and such defaulting Non-Operating Party.

The maximum amount for which the mortgage herein granted by each Non-Operating Party shall be deemed to secure the obligations and indebtedness of such Non-Operating Party to the Operator as stipulated herein is hereby fixed in an amount equal to \$25,000,000.00 (the "Limit of the Mortgage of each Non-Operating Party"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of each Non-Operating Party to the Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of each Non-Operating Party, the liability of each Non-Operating Party under this Agreement and the mortgage and security interest granted hereby shall be limited to (and the Operator shall not be entitled to enforce the same against such Non-Operating Party for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Operating Agreement or in this Memorandum, outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operating Party pursuant to this Agreement.

2. Security Interest in Favor of the Operator. To secure the complete and timely performance of and payment by each Non-Operating Party of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to this Agreement, each Non-Operating Party hereby grants to the Operator a continuing security interest in and to all of its rights, titles, interests, claims, general

intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to: (a) all oil and gas produced from wells on the lands or offshore blocks covered by the Leases or the Unit Area or attributable to the Leases or the Unit Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Development Systems, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Unit Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Unit Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Unit Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interests of the Non-Operating Parties in and to the oil and gas produced from or attributable to the Leases or the Unit Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Unit Area. To the extent susceptible under applicable law, the security interest granted by each Non-Operating Party hereunder covers: (A) all substitutions, replacements, and accessions to the property of such Non-Operating Party described herein and is intended to cover all of the rights, titles and interests of such Non-Operating Party in all movable property now or hereafter located upon or used in connection with the Unit Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout agreement, option farmout agreement, acreage and/or cash contributions, and conversion rights of such Non-Operating Party in connection with the Leases or the Unit Area, or the oil and gas produced from or attributable to the Leases or the Unit Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of each Non-Operating Party in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Unit Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of each Non-Operating Party in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Unit Area, including the following:

- (1) all of its rights, titles, interests and Permitted Burdens (as described in Exhibit "A"), whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Unit Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Unit Area;
- (2) all of its rights, titles, interests and Permitted Burdens, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit "A," to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Unit Area; and

- (3) all of its rights, titles, interests and Permitted Burdens, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Unit Area.

3. Mortgage in Favor of the Non-Operating Parties. The Operator hereby grants to each Non-Operating Party a mortgage, hypothecate, and pledge of and over all of its rights, titles, and interests in and to: (a) the Leases; (b) the oil and gas in, on, under, and that may be produced from wells on the lands within the Unit Area; and (c) all Development Systems, wells, facilities, fixtures, other corporeal property and other immovable property or other property susceptible of mortgage situated on the Leases or within the Unit Area.

This mortgage is given to secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to this Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of each Non-Operating Party herein shall secure the payment of all Costs and other expenses properly charged to the Operator, together with: (A) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Procedure or the maximum rate allowed by law, whichever is the lesser, (B) reasonable attorneys' fees, (C) court costs, and (D) other directly related collection costs. If the Operator does not pay such Costs and other expenses or perform its obligations under this Agreement when due, the Non-Operating Parties shall have the additional right to notify the purchaser or purchasers of the Operator's Hydrocarbon production and collect such Costs and other expenses out of the proceeds from the sale of the Operator's share of Hydrocarbon production until the amount owed has been paid. The Non-Operating Parties shall have the right to offset the amount owed against the proceeds from the sale of the Operator's share of Hydrocarbon production. Any purchaser of such production shall be entitled to rely on the Non-Operating Parties' statement concerning the amount of Costs and other expenses owed by the Operator and payment made to the Non-Operating Parties by any purchaser shall be binding and conclusive as between such purchaser and the Operator.

The maximum amount for which the mortgage herein granted by the Operator shall be deemed to secure the obligations and indebtedness of the Operator to all Non-Operating Parties as stipulated herein is hereby fixed in an amount equal to \$25,000,000.00 in the aggregate (the "Limit of the Mortgage of the Operator"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the

entire amount of obligations and indebtedness of the Operator to the Non-Operating Parties is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of the Operator, the liability of the Operator under this Agreement and the mortgage and security interest granted hereby shall be limited to (and the Non-Operating Parties shall not be entitled to enforce the same against the Operator for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Operating Agreement or in this Memorandum, outstanding and unpaid and that are attributable to or charged against the interest of the Operator pursuant to this Agreement.

4. Security Interest in Favor of the Non-Operating Parties. To secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to this Agreement, the Operator hereby grants to each Non-Operating Party a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and: to (a) all oil and gas produced from wells on the lands or offshore blocks covered by the Leases or included within the Unit Area or attributable to the Leases or the Unit Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Development Systems, wells, facilities, fixtures, other corporeal property whether movable or immovable, whether now or hereafter placed on the offshore blocks covered by the Leases or the Unit Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Unit Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Unit Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Operator in and to the oil and gas produced from or attributable to the Leases when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Unit Area. To the extent susceptible under applicable law, the security interest granted by the Operator hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Operator described herein and is intended to cover all of the rights, titles and interests of the Operator in all movable property now or hereafter located upon or used in connection with the Unit Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout agreement, option farmout agreement, acreage and/or cash contributions, and conversion rights of the Operator in connection with the Leases or the Unit Area, the oil and gas

produced from or attributable to the Leases or the Unit Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of the Operator in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Unit Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Operator in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Unit Area, including the following:

- (1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Unit Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Unit Area;
- (2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit "A," to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Unit Area; and
- (3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Leases or the Unit Area.

b. Default. If any Party does not pay its share of the charges authorized under this Agreement when due, the Operator (or other Party, as applicable) may give the defaulting Party notice that unless payment is made within thirty (30) days from delivery of the notice, the non-paying Party shall be in default. A Party in default shall have no further access to the rig,

Production System, Facilities, any Confidential Data or other maps, records, data, interpretations, or other information obtained in connection with activities or operations hereunder or be allowed to participate in meetings. A Party in default shall not be entitled to Vote or to make an Election until such time as the defaulting Party is no longer in default. The voting interest of each non-defaulting Party shall be counted in the proportion its Working Interest bears to the total non-defaulting Working Interests. As to any operation approved during the time a Party is in default, such defaulting Party shall be deemed to be a Non-Participating Party, except where such approval is binding on all Parties or Participating Parties, as applicable. In the event a Party believes that such statement of charges is incorrect, the Party shall nevertheless pay the amounts due as provided herein, and the Operator shall attempt to resolve the issue as soon as practicable, but said attempt shall be made no later than sixty (60) days after receiving notice from the Party of such disputed charges.

c. Unpaid Charges. If any Participating Party fails to pay its share of the Costs and other expenses authorized under this Agreement within thirty (30) days after receipt of an invoice therefor or to otherwise perform any of its obligations under this Agreement when due, the Party to whom such payment is due, in order to take advantage of the provisions of this Memorandum, shall notify the other Party by certified or registered U.S. Mail that it is in default and has thirty (30) days from the receipt of such notice to pay. If such payment is not made timely by the non-paying Party after the issuance of such notice to pay, the Party requesting such payment may take immediate steps to diligently pursue collection of the unpaid Costs and other expenses owed by such Participating Party, to collect consequential damages as a result of the default, and to exercise the mortgage and security rights granted by this Agreement. The bringing of a suit and the obtaining of a judgment by any Party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the security rights granted herein. In addition to any other remedy afforded by law, each Party shall have, and is hereby given and vested with, the power and authority to foreclose the lien, mortgage, pledge, and security interest established hereby in its favor in the manner provided by law, to exercise the Power of Sale provided for herein, if applicable, and to exercise all rights of a secured party under the Uniform Commercial Code as adopted by the state to which the Unit Area is adjacent, or such other states as such Party may deem appropriate. The Operator shall keep an accurate account of amounts owed by the non-paying Party (plus interest and collection costs) and any amounts collected with respect to amounts owed by the non-paying Party. In the event there are or become three or more Parties to this Agreement, then if any non-paying Party's share of Costs remains delinquent for a period of sixty (60) days, each other Participating Party shall, upon the Operator's request, pay the unpaid amount of Costs in the proportion that its Working Interest bears to the total non-defaulting Working Interests. Each Participating Party paying its share of the unpaid amounts of a nonperforming Party shall be subrogated to the Operator's mortgage and security rights to the

extent of the payment made by such Participating Party.

d. Carved-out Interests. Any agreements creating any overriding royalty, production payment, net proceeds interest, net profits interest, carried interest or any other interest carved out of a Working Interest in the Leases or the Unit Area shall specifically make such interests subject to and inferior to the rights of the Parties to this Agreement. If any Party whose Working Interest is so encumbered does not pay its share of Costs and other expenses authorized under this Agreement, and the proceeds from the sale of its Hydrocarbon production pursuant to this Section are insufficient to pay such Costs and expenses, the security rights provided for in this Section may be applied against the carved-out interests with which the defaulting or non-paying Party's interest in the Leases or the Unit Area is burdened. In such event, the rights of the owner of such carved-out interest shall be subordinated to the security rights granted by this Section.

e. Enforcement. If performance of any obligation under the Operating Agreement or payment of any indebtedness created hereunder does not occur or is not made when due under the Operating Agreement or upon default of any covenant or condition of the Operating Agreement, in addition to any other remedy afforded by law, each party to the Operating Agreement and any successor to such party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the mortgage, pledge, and security interest established in its favor herein and in the Operating Agreement in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code. If any Party does not pay its indebtedness or perform its obligations under the Operating Agreement when due, the other Parties shall have the additional right to notify the purchaser or purchasers of such non-paying Party's production and collect such indebtedness out of the proceeds from the sale of such non-paying Party's share of production until the amount owed has been paid. The Operator (or other Party, as applicable) shall have the right to offset the amount owed against the proceeds from the sale of such non-paying Party's share of production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of indebtedness owed by such non-paying Party and payment made to the Operator by any purchaser shall be binding and conclusive as between such purchaser and such non-paying Party.

For purposes of executory process, each Non-Operating Party acknowledges the obligations and indebtedness of such Non-Operating Party to the Operator, as set forth above, confesses judgment in favor of Operator for the full amount of the obligations and indebtedness of such Non-Operating Party to the Operator, and agrees to enforcement by executory process. Each Non-Operating Party waives: (a) the benefit of appraisal provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure; and (b) the demand and three (3) days delay provided by Article 2721 of the Louisiana Code of Civil Procedure. The rights and remedies of

the Operator hereunder are in addition to any rights and remedies of the Operator under applicable law.

For purposes of executory process, the Operator acknowledges the obligations and indebtedness of the Operator to the Non-Operating Party, as set forth herein, confesses judgment in favor of the Non-Operating Party for the full amount of the obligations and indebtedness of the Operator to the Non-Operating Party, as set forth herein, and agrees to enforcement by executory process. The Operator waives (a) the benefit of appraisal provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Article 2721 of the Louisiana Code of Civil Procedure. The rights and remedies of the Non-Operating Party hereunder are in addition to any rights and remedies of the Non-Operating Party under applicable law.

Upon expiration of the Operating Agreement and the satisfaction of all obligations and indebtedness arising thereunder, the Operator, on behalf of all Parties to the Operating Agreement, shall file of record an appropriate release and termination of all security and other rights created under the Operating Agreement and this Memorandum. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all Parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, each of the Operator and the Non-Operating Parties shall have the right to: (i) file a continuation statement pursuant to the Uniform Commercial Code with respect to any financing statement filed in their favor under the terms of this Memorandum and (ii) reinscribe this act in the appropriate mortgage records.

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term, or provision held to be invalid.

This Memorandum shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns. The failure of one or more persons owning an interest in the Unit Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those Parties who execute this Memorandum.

A party having an interest in the Unit Area may ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying party had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such party hereby consents to its



ratification and adoption by any party who acquires or may acquire any interest in the Unit Area.

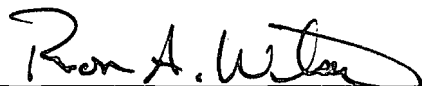
This Memorandum may be executed or ratified in one or more counterparts, and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording in each of the records described above, duplicate copies of this Memorandum with individual signature pages attached thereto may be filed of record, one copy of each to be indexed in the name of the Operator, as grantor, and one copy of each to be indexed in the name of each Non-Operating Party, also as grantor, and duplicate copies of this Memorandum with individual signature pages attached thereto may be filed in the appropriate Uniform Commercial Code records, one filing for the Operator, as secured party, and another filing for each Non-Operating Party, as a secured Party. The respective addresses of the Operator, as both secured party and debtor, and each Non-Operating Party, as both debtor and secured Party, at which information with respect to the security interests created in the Operating Agreement may be obtained, are set forth in Exhibit "A" to this Memorandum.

The Operator and the Non-Operating Parties hereby agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, any instrument or take any action necessary or appropriate to effectuate the terms of the Operating Agreement or any Exhibit, instrument, certificate or other document pursuant thereto.

Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

EXECUTED on the dates set forth below each signature but effective as of March 1, 2020.

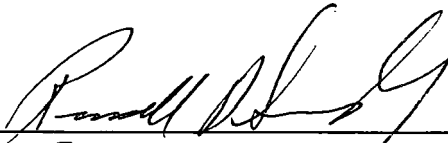
**WALTER OIL & GAS CORPORATION**

By:   
Name: \_\_\_\_\_



Date: 5/17/2020

**GORDY OIL COMPANY**

By: 

Name: Russell D. Gordy

Date: 5/5/2020

**RIDGEWOOD ENERGY O FUND, LLC,**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDGEWOOD ENERGY Q FUND, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDGEWOOD ENERGY S FUND, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_



Date: \_\_\_\_\_

**GORDY OIL COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDGEWOOD ENERGY O FUND, LLC,**

By:  \_\_\_\_\_  
Name: W. Greg Tabor 

Date: April 29, 2020

**RIDGEWOOD ENERGY Q FUND, LLC**

By:  \_\_\_\_\_  
Name: W. Greg Tabor

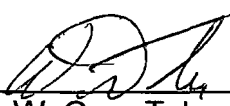
Date: April 29, 2020

**RIDGEWOOD ENERGY S FUND, LLC**

By:  \_\_\_\_\_  
Name: W. Greg Tabor


Date: April 29, 2020

**RIDGEWOOD ENERGY V FUND, LLC**

By:   
Name: W. Greg Tabor

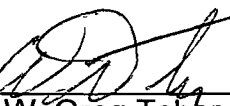
Date: April 29, 2020

**RIDGEWOOD ENERGY Y FUND, LLC**

By:   
Name: W. Greg Tabor

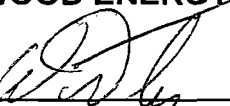
Date: April 29, 2020

**RIDGEWOOD ENERGY W FUND, LLC**

By:   
Name: W. Greg Tabor

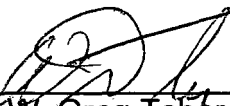
Date: April 29, 2020

**RIDGEWOOD ENERGY T FUND, LLC**

By:   
Name: W. Greg Tabor


Date: April 29, 2020

**RIDGEWOOD ENERGY A-1 FUND, LLC**

By:   
Name: W. Greg Tabor

Date: April 29, 2020

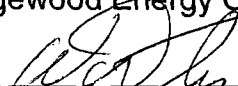
**RIDGEWOOD ENERGY B-1 FUND, LLC**

By:   
Name: W. Greg Tabor

Date: April 29, 2020

**RIDGEWOOD ENERGY GULF OF MEXICO OIL AND GAS FUND, L.P.**

By: Ridgewood Energy Corporation, its General Partner

By:   
Name: W. Greg Tabor

Date: April 29, 2020

**TALOS EXPLORATION LLC**

By: \_\_\_\_\_  
Name:

Date: \_\_\_\_\_

**RIDGEWOOD ENERGY B-1 FUND, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

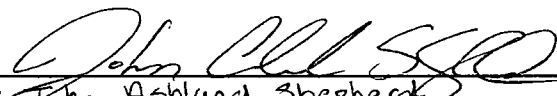
Date: \_\_\_\_\_

**RIDGEWOOD ENERGY GULF OF MEXICO FUND, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TALOS EXPLORATION LLC**

By:  \_\_\_\_\_  
Name: John Ashland Shepherd

Date: April 22, 2020

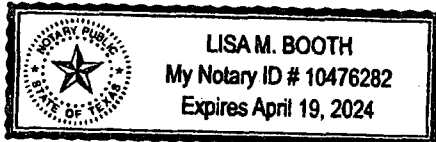
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this 7<sup>th</sup> day of May, 2020, before me appeared **Ron A. Wilson**, to me personally known, who, being by me duly sworn, did say that he is the President of **Walter Oil & Gas Corporation**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Lisa M. Booth

Notary Public in and for the State of Texas

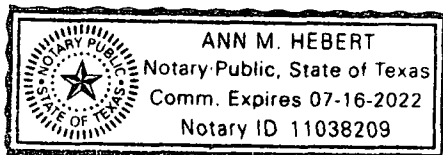
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy O Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert

Notary Public in and for the State of Texas

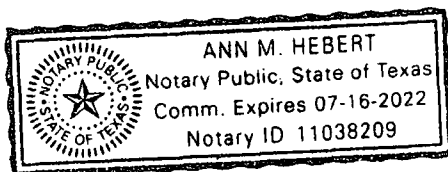
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy O Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert

Notary Public in and for the State of Texas

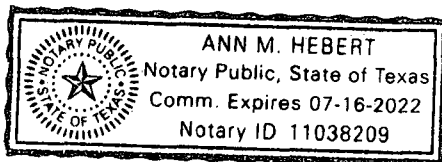
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy S Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert

Notary Public in and for the State of Texas

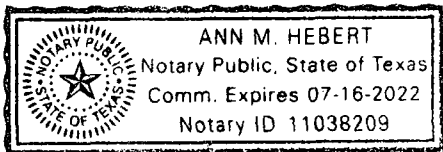
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy T Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert

Notary Public in and for the State of Texas

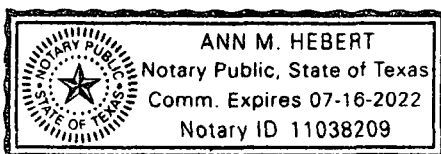
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy V Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert

Notary Public in and for the State of Texas



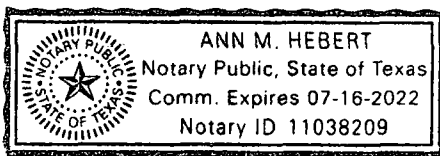
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy W Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert  
Notary Public in and for the State of Texas

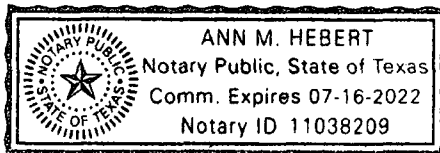
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy Y Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert  
Notary Public in and for the State of Texas

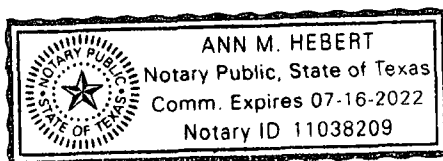
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy A-1 Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert  
Notary Public in and for the State of Texas

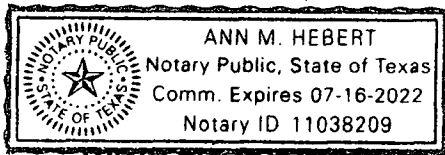
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy B-1 Fund, LLC**, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert

Notary Public in and for the State of Texas

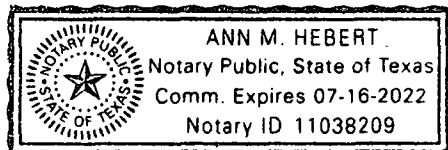
THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this **29th** day of **April, 2020**, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood Energy Corporation, General Partner of Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P.**, a Delaware limited partnership, and that said instrument was signed in behalf of said limited partnership by authority of its governing authority and said appearer acknowledged said instrument to be the free act and deed of said limited partnership.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert

Notary Public in and for the State of Texas

THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared **Russell D. Gordy**, to me personally known, who, being by me duly sworn, did say that he is the President of **Gordy Oil Company**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood** \_\_\_\_\_, a Delaware limited liability company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

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COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of **Ridgewood** \_\_\_\_\_, a Delaware limited liability company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

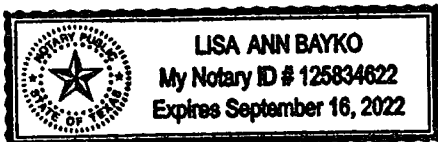
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COUNTY OF HARRIS §

On this 5<sup>th</sup> day of May, 2020, before me appeared **Russell D. Gordy**, to me personally known, who, being by me duly sworn, did say that he is the President of **Gordy Oil Company**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

*Lisa Ann Bayko*  
Notary Public in and for the State of Texas



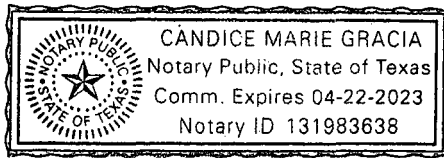
THE STATE OF TEXAS           §

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COUNTY OF HARRIS           §

On this 23<sup>rd</sup> day of April, 2020, before me appeared **John Ashland Shepherd**, to me personally known, who, being by me duly sworn, did say that he is the Director – Land of Talos Exploration LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said company by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



*Candice Marie Gracia*

## EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Operating Agreement and Financing Statement, dated effective March 1, 2020, naming Walter Oil & Gas Corporation, as Operator, and Gordy Oil Company, Talos Exploration LLC, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood Energy B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Fund, L.P., as Non-Operators.

### DESCRIPTION OF LEASES, WORKING INTERESTS OF THE PARTIES,

#### PERMITTED BURDENS AND REPRESENTATIVES

- I. This Unit Operating Agreement covers the following described Leases and lands in the portions thereof, as described below, and the Parties have the working interests described below:

LEASE	BLOCK NUMBER AND PORTION OF BLOCK	EFFECT IVE DATE	EXPIRA TION DATE	AMOUNT OF ACREAGE	ROYALTY RATE	LEASE OWNERSHIP
OCS-G 33140	EW 790 ± SW/4 SW/4; S/2 SE/4 SW/4; S/2 SW/4 SE/4; NW/4 SE/4 SW/4	July 1, 2009	June 30, 2015	810.00	18.75% RS 15	Walter Oil & Gas Corporation – 54.25% Talos Exploration LLC – 6.25% Ridgewood Energy O Fund, LLC – 2.93% Ridgewood Energy Q Fund, LLC – 2.25% Ridgewood Energy S Fund, LLC – 1.778% Ridgewood Energy V Fund, LLC – 1.94% Ridgewood Energy Y Fund, LLC – 2.00% Ridgewood Energy W Fund, LLC – 2.89% Ridgewood Energy T Fund, LLC – 1.656% Ridgewood Energy A-1 Fund, LLC – 1.636% Ridgewood Energy B-1 Fund, LLC – 2.17% Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P. – 1.50% Gordy Oil Company – 18.75%

OCS-G 27982	EW 834 – N/2 NE/4 NW/4; NW/4 NW/4 NE/4; E/2 NW/4 NE/4; NE/4 NE/4; N/2 SE/4 NE/4	July 1, 2006	June 17, 2015	990.00	12.50% RS 5	Walter Oil & Gas Corporation – 54.25% Talos Exploration LLC – 6.25% Ridgewood Energy O Fund, LLC – 2.93% Ridgewood Energy Q Fund, LLC – 2.25% Ridgewood Energy S Fund, LLC – 1.778% Ridgewood Energy V Fund, LLC – 1.94% Ridgewood Energy Y Fund, LLC – 2.00% Ridgewood Energy W Fund, LLC – 2.89% Ridgewood Energy T Fund, LLC – 1.656% Ridgewood Energy A-1 Fund, LLC – 1.636% Ridgewood Energy B-1 Fund, LLC – 2.17% Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P. – 1.50% Gordy Oil Company – 18.75%
LEASE	BLOCK NUMBER	EFFECT IVE DATE	EXPIRA TION DATE	AMOUNT OF ACREAGE	ROYALTY RATE	LEASE OWNERSHIP
OCS-G 33707	EW 835 – North 7,800' of Block	May 1, 2010	April 30, 2015	80.00	18.75% RS 16	Walter Oil & Gas Corporation – 54.25% Talos Exploration LLC – 6.25% Ridgewood Energy O Fund, LLC – 2.93% Ridgewood Energy Q Fund, LLC – 2.25% Ridgewood Energy S Fund, LLC – 1.778% Ridgewood Energy V Fund, LLC – 1.94% Ridgewood Energy Y Fund, LLC – 2.00% Ridgewood Energy W Fund, LLC – 2.89% Ridgewood Energy T Fund, LLC – 1.656% Ridgewood Energy A-1 Fund, LLC – 1.636% Ridgewood Energy B-1 Fund, LLC – 2.17% Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P. – 1.50% Gordy Oil Company – 18.75%
OCS-G 33177	MC 793 – NW/4 NW/4 NW/4; S/2 NW/4 NW/4; SW/4 NW/4; SW/4 NE/4 NW/4; NW/4 SE/4 NW/4	July 1, 2009	June 30, 2015	810.00	18.75% RS 16	Walter Oil & Gas Corporation – 54.25% Talos Exploration LLC – 6.25% Ridgewood Energy O Fund, LLC – 2.93% Ridgewood Energy Q Fund, LLC – 2.25% Ridgewood Energy S Fund, LLC – 1.778% Ridgewood Energy V Fund, LLC – 1.94% Ridgewood Energy Y Fund, LLC – 2.00% Ridgewood Energy W Fund, LLC – 2.89% Ridgewood Energy T Fund, LLC – 1.656% Ridgewood Energy A-1 Fund, LLC – 1.636%

						Ridgewood Energy B-1 Fund, LLC – 2.17% Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P. – 1.50% Gordy Oil Company – 18.75%
OCS-G 35805	EW 789 – E/2 NW/4 SE/4; NE/4 SE/4; NE/4 SE/4 SE/4	July 1, 2016	June 30, 2021	630.00	18.75% RS 21	Walter Oil & Gas Corporation – 54.25% Talos Exploration LLC – 6.25% Ridgewood Energy O Fund, LLC – 2.93% Ridgewood Energy Q Fund, LLC – 2.25% Ridgewood Energy S Fund, LLC – 1.778% Ridgewood Energy V Fund, LLC – 1.94% Ridgewood Energy Y Fund, LLC – 2.00% Ridgewood Energy W Fund, LLC – 2.89% Ridgewood Energy T Fund, LLC – 1.656% Ridgewood Energy A-1 Fund, LLC – 1.636% Ridgewood Energy B-1 Fund, LLC – 2.17% Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P. – 1.50% Gordy Oil Company – 18.75%

II. This Unit Operating Agreement is entered into pursuant to the following described Agreements:

- A. Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations dated effective as of November 1, 2014, between Walter Oil & Gas Corporation, as Unit Operator and Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood Energy B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P., Houston Energy Deepwater Ventures VII, LLC and Gordy Oil Company, as Working Interest Owners.
- B. Farmout and Co-Development Agreement dated effective January 15, 2010, between Noble Energy, Inc., as Farmor, and Walter Oil & Gas Corporation, as Farmee, as amended.
- C. Participation Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation and Ridgewood Energy Corporation.
- D. Participation Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation and Gordy Oil Company.
- E. Participation Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation and Hall-Houston Exploration III, L.P.
- F. Participation Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation and Royal Offshore, LLC.

- G. Purchase and Sale Agreement dated effective August 1, 2010, by and between Hall-Houston Exploration III, L.P., as Seller, and Ridgewood Energy Corporation, as Buyer.
- H. Stipulation for Noble Energy, Inc.'s Execution of the Ewing Bank 834 Unit Agreement and the Ewing Bank 834 Unit Operating Agreement dated effective December 1, 2014, between Noble Energy, Inc., Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, and Ridgewood Energy Corporation on behalf of Managed Funds and ILX Prospect Beta, LLC.
- I. Letter Agreement dated July 30, 2012 by and between Walter Oil & Gas Corporation on the one hand and BP Exploration & Production Inc. on the other hand by which Walter Oil & Gas Corporation agrees to purchase and BP Exploration & Production Inc. agrees to sell its interest in Mississippi Canyon Area Block 793.
- J. Dedication of Production and Transportation Agreement dated June 1, 2019 by and between Amberjack Pipeline Company LLC and Empire Deepwater LLC as Carriers and Walter Oil & Gas Corporation, Gordy Oil Company, and Houston Energy Deepwater Ventures VII, LLC as Producers.
- K. Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Ewing Bank Block 834 Unit dated effective November 1, 2014 with Walter Oil & Gas Corporation as Operator.
- L. Purchase and Sale Agreement dated December 10, 2019, effective July 1, 2019 by and between Talos Production Inc. and ILX Holdings, LLC.
- M. Purchase and Sale Agreement dated February 11, 2020, effective September 1, 2019 by and between Houston Energy Deepwater Ventures VII, LLC as Seller, and Walter Oil & Gas Corporation, as Buyer.

III. Permitted Burdens:

- A. That certain overriding royalty interest described in Section V of the Participation Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation, on the one hand, and Hall-Houston Exploration III, L.P., on the other hand;
- B. That certain overriding royalty interest described in Section V of the Participation Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation, on the one hand, and Ridgewood Energy Corporation, on the other hand;
- C. That certain overriding royalty interest described in Section V of the Participation Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation, on the one hand, and Gordy Oil Company, on the other hand;
- D. That certain overriding royalty interest described in Section V of the Participation



Agreement dated effective February 1, 2010, between Walter Oil & Gas Corporation, on the one hand, and Royal Offshore, LLC, on the other hand;

E. That certain overriding royalty interest due to Noble Energy, Inc. pursuant to that certain Farmout and Co-Development Agreement dated September 1, 2009 by and between Walter Oil & Gas Corporation, as Farmee, and Noble Energy, Inc., as Farmor.

F. That certain overriding royalty interest described in that certain Purchase and Sale Agreement dated effective August 1, 2010, between Hall-Houston Exploration III, L.P. and Ridgewood Energy Corporation, on behalf of its managed entities.

V. The names, addresses and representatives of the Parties hereunder follows:

**Walter Oil & Gas Corporation**

**Attn: Ms. Alicia Dodge**

1100 Louisiana, Suite 200  
Houston, TX 77002  
E-mail: [adodge@walteroil.com](mailto:adodge@walteroil.com)

**Gordy Oil Company**

**Attn: Mrs. Brianne Gravatt**

100 Waugh Drive, Suite 400  
Houston, TX 77007  
E-mail: [bgravatt@sginterests.com](mailto:bgravatt@sginterests.com)

**Ridgewood Energy Corporation,  
as manager for**

Ridgewood Energy O Fund, LLC,  
Ridgewood Energy Q Fund, LLC,  
Ridgewood Energy S Fund, LLC,  
Ridgewood Energy V Fund, LLC,  
Ridgewood Energy Y Fund, LLC,  
Ridgewood Energy W Fund, LLC,  
Ridgewood Energy T Fund, LLC,  
Ridgewood Energy A-1 Fund, LLC,  
Ridgewood Energy B-1 Fund, LLC,  
Ridgewood Energy Gulf of Mexico Fund, L.P.

**Talos Exploration LLC**

**Attn: Mr. Ash Shepherd**

333 Clay Street Ste. 3300  
Houston, TX 77002  
E-mail: [ash.shepherd@talosenergy.com](mailto:ash.shepherd@talosenergy.com)

**Attn: Mr. W. Greg Tabor**

1254 Enclave Parkway, Suite 600  
Houston, TX 77077  
E-mail: [gtabor@ridgewoodenergy.com](mailto:gtabor@ridgewoodenergy.com)